

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into on September 13, 1985, pursuant to Arizona Revised Statutes Section 11-951 through 11-954, as amended, by and between budget units of the State of Arizona, namely the Arizona Department of Transportation hereinafter referred to as ADOT and the Arizona Department of Economic Security, hereinafter referred to as DES.

RECITALS

1. The ADOT desires to have vending machines installed and made operational at various rest area locations throughout the State as authorized by the Surface Transportation Act.
2. The DES desires to operate vending machines at rest area locations throughout the State through its State Services for the Blind, Business Enterprises Program.
3. The ADOT and DES wish to enter into an Intergovernmental Agreement for the purpose of establishing a Master Agreement setting forth the terms and conditions of this project.
4. The ADOT is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement.
5. The DES is empowered by Arizona Revised Statutes Section 41-1954 to enter into this Agreement.

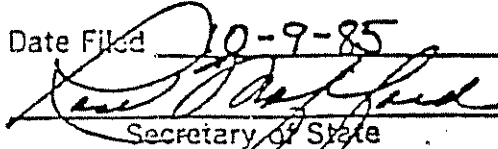
NOW, THEREFORE, in consideration of the foregoing recitals, the parties agree as follows:

AGREEMENT

A. The ADOT shall:

1. Advise DES when a vending machine shelter has been constructed at a Rest Area location.
2. Prepare a supplemental agreement to this Master Agreement specifying the following data each time a Rest Area is to be furnished with vending machine(s):

a. Rest Area Location

NO. <u>10700</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>10-9-85</u>
 Secretary of State

- b. Recommended list of vending machine products to be provided.
 - c. Vending Machine Shelter construction costs to be recovered by ADOT.
 - d. Percentage of gross receipts (paid to DES by vending machine operator) to be paid by DES to ADOT until construction costs recovered by ADOT.
 - e. Percentage of gross receipts (paid to DES by vending machine operator) to be paid by DES to ADOT after construction costs recovered in order to defray maintenance costs related to vending machine operations.
- 3. Provide reasonable storage space for vending machine supplies in existing rest area facilities.
 - 4. Retain the right to request DES to remove or replace any unsatisfactory vending machine operator, or to remove any vending machine when the State's best interest will be served.
3. The DES shall:
- 1. Install, service and operate, through its Business Enterprise Program, vending machines at the rest areas identified in supplemental agreements to this Master Agreement.
 - 2. Assure that its Business Enterprise Program Operator complies with applicable health, safety, and other appropriate regulations in connection with the vending machine operation, and with applicable Federal, State, and local tax laws.
 - 3. Maintain continuous operation of the vending machines.
 - 4. Provide certificate of insurance to ADOT evidencing liability coverage in the minimum amount of \$1,000,000 in regard to the vending machine operation and naming the ADOT as an additional insured.
 - 5. Assume all risk of loss for damage to, theft of, or destruction of the vending machine(s), products, or monies which shall be the subject of supplemental agreements.

6. Be responsible for the maintenance and serviceability of the machine.
7. Provide acceptable plan to ADOT for handling refunds, machine malfunction, clean-up and litter control within 10-foot area of vending machine(s) location.
8. Provide to ADOT a monthly statement of gross revenues for each rest area location, supported by machine count data.
9. Pay ADOT monthly in accordance with percentages set forth in supplemental agreements in accordance with Paragraph A.2. herein.

C. It is mutually agreed that:

1. ADOT and DES shall have joint approval of the types of vending machine products which shall be provided. It is anticipated that said machines may include but not be limited to:
 - a. Beverages, hot and cold
 - b. Pastries
 - c. Candy
 - d. Snacks
 - e. Cigarettes
 - f. Maps, tourist information and newspapers
 - g. Dollar bill changer
2. ADOT and DES shall have joint approval of prices to be charged and any requests for changes in prices.
3. DES shall become the owner of the Vending Machine Shelter structure(s) upon full reimbursement of construction costs to ADOT. At the termination of the agreement for a rest area location, it shall be the responsibility of DES to remove the shelter, unless otherwise mutually agreed to by the parties hereto.
4. The term of this Agreement shall be for a period of five (5) years; thereafter, this agreement may be renewed by formal amendment for additional five-year periods.
5. The books, papers, records, and accounting records of the parties hereto, insofar as they relate to costs incurred for services provided hereunder, or are in any way related to the services contemplated herein, shall, at all reasonable times, be open to inspection and audit by agents and authorized representatives of the parties hereto.

6. This Agreement may be terminated at the sole discretion of either party hereto upon thirty (30) days written notice.
7. Attachments A and B are copies of the resolutions of the Arizona Department of Transportation and the Arizona Department of Economic Security authorizing said parties to enter into this Agreement.
8. Attachment C is the written determination of the attorney for said parties that this Intergovernmental Agreement is in proper form and within the powers and authority granted to said parties under the laws of the State of Arizona.
9. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes, Section 38-511.
10. The parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the sole relief sought is monetary damages of \$15,000, or less, exclusive of interest and costs.
11. All notices or demands upon either party hereto by the other pursuant to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

To ADOT at:

Arizona Department of Transportation
Roadside Development Services
205 S. 17th Avenue - 228E
Phoenix, Az 85007

To DES at:

Business Enterprise Program
1333 W. Camelback Road
Phoenix, AZ 85013

or elsewhere as either party may from time to time designate by written notice to the other.

THIS AGREEMENT shall be filed with the Secretary of State and shall become effective on the date of such filing.

ARIZONA DEPARTMENT
OF TRANSPORTATION

By: *A. E. Field*

Title: Chief Deputy State Engineer

Date: 9-12-85

ARIZONA DEPARTMENT
OF ECONOMIC SECURITY

By: *Gerald Blatney*


Title: Supervisor

Date: 9/9/85

Attachment A

RESOLUTION

Be it resolved on this date, 9-13-1985,
I, CHARLES L. MILLER, the below undersigned Director, Department
of Transportation, have determined that it is to be to the
advantage of the State of Arizona that the Department of
Transportation, acting by and through the Highways Division, and
the Department of Economic Security, acting by and through its
Director, enter into the Intergovernmental Agency Agreement for
the purpose of establishing a vending machine program in the rest
areas as authorized by the Surface Transportation Act.

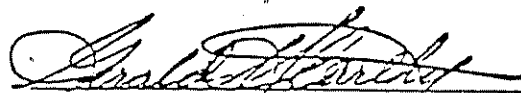

Charles L. Miller, Director
Department of Transportation

Attachment BRESOLUTION

To be provided by DES

The financial responsibility for upgrading existing facilities should be made through the obligation of a percentage of vending machines which will be determined by location and a sub-contract will be drawn up to establish payment.

*


GERALD H. CARTHY, SUPERVISOR
BUSINESS ENTERPRISES PROGRAM
STATE SERVICES for the BLIND

*Authorization: As established under the Randolph-Sheppard
Act 23-504 and Amendment 2417 (1985)



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert R. Corbin

INTERGOVERNMENTAL AGREEMENT

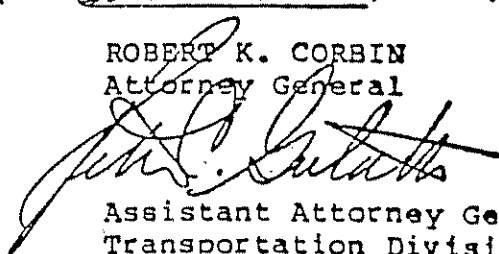
DETERMINATION

A. G. Contract No. 85-533, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 8 day of October, 1985.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division

ADOT Contract No. 86-0034
Rest Area Vending Machines
Bouse Wash Rest Area
Amendment No. 1

The Contract between the Arizona Department of Transportation and the Arizona Department of Economic Security, dated September 12, 1985, and any subsequent amendments thereto, is amended as follows:

Effective upon full execution of this amendment, the following items shall be added as a supplemental agreement to the Master Agreement.

Regarding Paragraph A:

Item 2a - Location: Bouse Wash Rest Area

Item 2b: Vending machine products to be provided will be non-perishable food type snacks, hot and cold soft beverages, Arizona Highway maps with tourism information included, newspaper vending, and other appropriate sundry travelers' items.

Item 2c: \$-0- vending machine shelter construction costs to be recovered by ADOT.

Item 2d: -0-% gross receipt (paid to DES by vending machine operator) to be paid by DES to ADOT until construction costs recovered by ADOT.

Item 2e: 2% of Vendor's gross income to be paid to Business Enterprise Program to be forwarded to ADOT. This shall be forwarded no later than the 15th of each month. Payment will commence 45 days after machines are placed and in service and is to be used to offset increased maintenance costs created by the vending machines. The percent of gross income to be paid to ADOT will be reviewed for possible adjustment annually.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ARIZONA DEPARTMENT
OF TRANSPORTATION

ARIZONA DEPARTMENT
OF ECONOMIC SECURITY

BY: 

BY: 

PRINTED NAME: A. J. JUDD

PRINTED NAME: GERALD H. CARTHY

TITLE: Chief Dep. State Engineer

TITLE: Supervisor

DATE: 5/7/86

DATE: 4/1/86



STATE OF ARIZONA

NOTICE OF INVITATION FOR BID

INVITATION FOR BID NO. E7-0029

BID DUE DATE OCTOBER 3, 1986 3:00 P.M. MST

LOCATION: ARIZONA DEPARTMENT OF ECONOMIC SECURITY (D.E.S.) Purchasing Office, 1717 West Jefferson,
Room B10, Phoenix, AZ 85007-2687

MATERIAL AND/OR SERVICE DESCRIPTION:

The Department of Economic Security, Services for the Blind and Visually Impaired, Business Enterprise Program is soliciting Bids to Provide eight (8) new vending machines plus Service and Maintenance for these machines. The vending machines are to be located at the Texas Canyon Safety Rest Area, located on Interstate 10, Cochise County, Arizona, Mile Post 320.4. As per attached information maps, Page 12.

In accordance with A.R.S. §41-2533, competitive sealed bids for the material, service or construction specified will be received by the D.E.S. Purchasing Office, at the above specified location, until the time and date cited. Bids received by the correct time and date will be opened and the amount bid will be publicly read.

Bids must be in the actual possession of the D.E.S. Purchasing Office on or prior to the exact time and date indicated above. Late bids will not be considered, except as provided in the Arizona Procurement Code.

Bids must be submitted in a sealed envelope with the Invitation for Bid number and the bidder's name and address clearly indicated on the envelope. All bids must be completed in ink or typewritten and a complete Invitation for Bid returned along with the offer by the time and date cited above. Additional instructions for preparing a bid are provided on the reverse side of this notice.

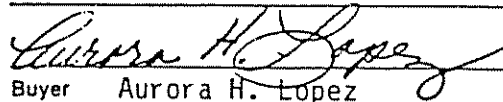
Bidders are strongly encouraged to carefully read the entire Invitation for Bid.

Designated Agency: Arizona Dept. of Economic Security, Business Enterprise Prog.

Material, Service and/or Construction: Vending Machines

Contract Type: Fixed Prices

Contract Term: 3 Years (with possible 12 month and 12 month extension)


Buyer Aurora H. Lopez

Phone (602) 255-4796

State of Arizona

Date 9/12/86


Purchasing Manager Samuel Trusten

AHL/s1

THIS BID IS OFFERED BY: Name of Company: _____

STATE OF ARIZONA

Standard Terms and Conditions

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (SPO Form 203) the Vendor certifies:
 - A. The submission of the offer did not involve collusion or other anticompetitive practices.
 - B. The Vendor shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246 and State Executive Order No. 75.5 and A.R.S. Section 31-1461 et. seq.
 - C. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
 - D. The Vendor agrees to promote and offer to State agencies only those materials and/or services as stated in and allowed for under resultant contract(s) as state contract items. Violation of this condition will be grounds for terminating the contract(s).
2. **GRATUITIES:** The State may, by written notice to the Contractor, cancel this Contract if it is found by the State that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determination with respect to the performing of such order. In the event this Contract is cancelled by the State pursuant to this provision, the State shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible state government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** This Contract shall be governed by, and the State and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract may be brought only in courts in the State of Arizona.
4. **ARIZONA PROCUREMENT CODE:** The Arizona Procurement Code (A.R.S. Title 41, Chapter 23) and the Arizona Procurement Code Rules and Regulations (A.C.R.R. Title 2, Chapter 7), are a part of this document as if fully set forth herein.
5. **ARBITRATION:** This contract is subject to arbitration to the extent required by A.R.S. § 12-1518.
6. **CONTRACT:** The contract between the State and the Contractor shall consist of (1) the solicitation, including instructions, all terms and conditions, specifications, scope of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the two documents referenced above, the provisions and requirements in the solicitation shall govern. However, the State reserves the right to clarify any contractual terms in writing with the concurrence of the Contractor, and such written Contract shall govern in case of conflict with the applicable requirements stated in the solicitation or the Vendor's offer. The solicitation shall govern in all other matters not affected by the written Contract.
7. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (SPO form 217) signed by persons duly authorized to enter into contracts on behalf of the State and the Contractor.
8. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the bidder and the State of Arizona are not applicable to this Solicitation or any resultant contract.
9. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.

STATE OF ARIZONA

Standard Terms and Conditions

- 18. INDEMNIFICATION:** Contractor shall indemnify, defend, and save harmless the State, from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Contractor and/or its subcontractors or claims under similar such laws or obligations. Contractor's obligation under this Section shall not extend to any liability caused by the sole negligence of the State, or its employees.
- 19. OVERCHARGES BY ANTITRUST VIOLATIONS:** The State maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the State any and all claims for such overcharges as to the goods or services used to fulfill the contract.
- 20. A. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusal to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Agreement.
- Force majeure shall not include the following occurrences:
1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
 2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and condition.
- Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- B.** If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed Certified Return Receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.
- 21. RIGHT TO ASSURANCE:** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 22. RIGHT TO AUDIT RECORDS:** The State may, at reasonable times and places, audit the books and records of any Contractor or Subcontractor in accordance with A.R.S. § 41-254B.
- 23. RIGHT TO INSPECT PLANT:** The State may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded, in accordance with A.R.S. § 41-2547.



SPECIAL TERMS & CONDITIONS

SOLICITATION NO.: E7-0029

ARIZONA DEPARTMENT
OF ECONOMIC SECURITY
Purchasing Office, 810Z-7
1717 W. Jefferson, Room B-10
P.O. Box 6123, Phoenix, AZ 85005
Phone: (602) 255-4796

01. Offer Acceptance Period: Bid proposals are an irrevocable offer for 60 days after the bid opening time and date.
02. Term of Resultant Contract: The term of the resultant contract shall commence on the first day of the month following the contract award date and shall continue for a period of three (3) years thereafter, unless terminated, cancelled or extended as otherwise provided herein.
03. Contract Extension: The State reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date. In addition, by mutual written agreement, any resultant contract may be extended for supplement periods up to a maximum of twenty-four (24) months.
04. Contract Cancellation: The State reserves the right to cancel the whole or any part of this contract due to failure of the contractor to carry out any term, promise, or condition of the contract. The State will issue a written ten (10) day notice of default to the contractor for acting or failing to act as in any of the following:

In the opinion of the State, the contractor fails to perform adequately the services required in the contract;

In the opinion of the State, the contractor attempts to impose on the State materials products, service, or workmanship which is of an unacceptable quality;

The contractor fails to complete the required work or furnish the required materials within the time stipulated in the contract;

In the opinion of the State, the contractor fails to make progress in the performance of the requirements of the contract and/or gives the State a positive indication that the contractor will not or cannot perform the requirements of the contract.

The State may resort to any single or combination of the following remedies:

1. Cancel any contract for any of the above stated reasons;
2. Reserve all rights or claims to damage for breach of covenants of the contract;
3. Failure to submit proper records and/or proper commissions, failure to service and maintain machines properly, not cleaning immediate area surrounding machines could result in cancellation of contract.
4. In case of default, the State reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor. The State may recover any actual excess costs by:
 - A. Deduction from an unpaid balance;
 - B. Any combination of the aforementioned remedies or any other remedies as Provided by law.



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05. Integrity of Proposals: By signing this bid proposal, a bidder affirms that he has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid. Failure to sign the bid, or signing it with a false statement, shall void the submitted bid of any resultant contracts, and the bidder shall be removed from all bid lists.

06. Licenses: Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

The Contractor shall represent and warrant that the Contractor:

1. Is qualified to do business in the State of Arizona and that the Contractor will take such action as, from time to time hereafter, may be necessary to remain so qualified.
2. Is not in arrears with respect to the payment of any monies due and owing the State of Arizona, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that the Contractor shall not become so during the term of this contract;
3. Shall comply with all Federal, State and Local laws, ordinances, rules and regulations applicable to its activities and obligations under this contract.

07. Solicitation or Bid Protest: Protest shall be filed, and shall be resolved, in accordance with A.R.S. Title 41, Chapter 23, Article 9 and A.C.R.R. R2-7-901 through R2-7-937. A protest must be in writing and must be filed with the purchasing agency (procurement officer) and the State Purchasing Administrator. A protest of a solicitation must be received at the purchasing agency before the solicitation opening date. A protest of a proposed award of an award must be filed within ten days after the protester knows or should have known the basis of the protest. A protest must include:

- A. The name, address and telephone number of the protester;
- B. The signature of the protester or its representative;
- C. Identification of the purchasing agency and the solicitation or contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.

08. Incorporation by Reference: The Arizona Procurement Code (A.R.S. Title 41, Chapter 23) and A.C.R.R. Title 2, Chapter 7, where applicable, are incorporated by reference herein and are made a part of this document as if they are fully set forth herein.

NOTE: A.R.S. Title 41, Chapter 23, is available at most public libraries; A.C.R.R. Title 2, Chapter 7 may be purchased from the Arizona Secretary of State; and both are available for review at the Arizona State Purchasing Office.



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Phone: (602) 255-4796

09. Contractor shall meet the Federal Government Health Standards for Vending Machines.
10. Bid Respondents shall list and itemize any and all contracts with the State of Arizona. All contracts will be verified and will be a consideration in the evaluation process.
11. Before submitting a bid, Contractor shall carefully read the specifications, shall visit the site and shall fully inform themselves as to all existing conditions.
12. Evaluation:
Evaluation criteria may include, but not necessarily be limited to:
 - A. Conformity to specifications and general conditions.
 - B. Servicing and maintenance considerations.
 - C. Percentage of gross sales.
 - D. Method of handling refunds.
 - E. Current and existant contracts with the State of Arizona, its departments or Agencies.

The State of Arizona, Department of Economic Security and the Department of Transportation must be added as additional insureds as required by statute, contract or other requests. It is agreed that any insurance available to the Contractor shall be a primary of other sources that may be available.

It is further agreed that no policy shall expire, be cancelled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. THE INSURANCE CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

The successful Contractor prior to commencement of activity must submit a copy of the attached Certificate of Insurance, Form SPO-221A or equivalent. A copy of a completed SPO-221A must be forwarded to the Agency:

Purchasing Dept. 810Z-7
1717 West Jefferson Street
Phoenix, Arizona 85007
Attn: Aurora H. Lopez



SPECIAL TERMS & CONDITIONS

SOLICITATION NO.: E7-0029

ARIZONA DEPARTMENT
OF ECONOMIC SECURITY
Purchasing Office, 810Z-7
1717 W. Jefferson, Room B-10
P.O. Box 6123, Phoenix, AZ 85005
Phone: (602) 255-4796

INSURANCE:

Prior to commencing services under this contract, the Contractor must furnish the State, certification from insurer(s) for coverage in the minimum amounts as stated below. The coverages shall be maintained in full force and effect during the term of this contract and shall not serve to limit any liabilities or any other Contractor obligations.

GENERAL LIABILITY INCLUDING:

COMPREHENSIVE FORM
PREMISES OPERATIONS
CONTRACTUAL
INDEPENDENT CONTRACTORS
PRODUCTS/COMPLETED OPERATIONS HAZARD
PERSONAL INJURY
BROAD FORM PROPERTY DAMAGE
EXPLOSION AND COLLAPSE (if applicable)
UNDERGROUND HAZARDS (if applicable)

LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE

BODILY INJURY

Per Person	\$1,000,000
Each Occurance	\$2,000,000

PROPERTY DAMAGE

\$1,000,000

OR

BODILY INJURY

AND

PROPERTY DAMAGE

COMBINED

\$1,000,000

COMPREHENSIVE AUTO LIABILITY INCLUDING OWNED,
HIRED AND NON-OWNED (if applicable)

SAME AS ABOVE

UMBRELLA LIABILITY

NECESSARY IF UNDERLYING
NOT ABOVE MINIMUM

WORKMAN'S COMPENSATION AND
EMPLOYER'S LIABILITY - STATUTORY (EACH ACCIDENT)

\$100,000



CERTIFICATE OF INSURANCE

DEPARTMENT: Economic Security

PROJECT TITLE: E7-0029

NAME AND ADDRESS OF INSURANCE AGENCY

COMPANY
LETTER

COMPANIES AFFORDING COVERAGE

A

B

C

D

NAME AND ADDRESS OF INSURED

This is to certify that the policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE DATE	LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE	
	<input checked="" type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY FORM <input checked="" type="checkbox"/> PREMISES OPERATIONS <input checked="" type="checkbox"/> CONTRACTUAL <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> PERSONAL INJURY <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> EXPLOSION & COLLAPSE (IF APPLICABLE) <input type="checkbox"/> UNDERGROUND HAZARD (IF APPLICABLE)			BODILY INJURY Per Person Each Occurrence PROPERTY DAMAGE OR BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$1 000 000 \$2 000 000 \$1 000 000 _____ \$1 000.000
	<input checked="" type="checkbox"/> COMPREHENSIVE AUTO LIABILITY <input checked="" type="checkbox"/> INCLUDING NON-OWNED (IF APPLICABLE)			XXXXXX	\$500,000.00
	<input type="checkbox"/> UMBRELLA LIABILITY			NECESSARY IF UNDERLYING NOT ABOVE MINIMUM	
	<input checked="" type="checkbox"/> WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY			STATUTORY EACH ACCIDENT	\$100,000
	<input type="checkbox"/> OTHER				

State of Arizona and the Department named above are added as additional insureds as required by statute, contract, purchase order or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be cancelled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY

NAME AND ADDRESS OF CERTIFICATE HOLDER

DATE ISSUED _____

AUTHORIZED REPRESENTATIVE



SPECIFICATIONS

SOLICITATION NO E7-0029

ARIZONA DEPARTMENT
OF ECONOMIC SECURITY
Purchasing Office, 810Z-7
1717 W. Jefferson, Room B-10
P.O. Box 6123, Phoenix, AZ 85005
Phone: (602) 255-4796

01. NEW VENDING MACHINE, SOFT DRINK, ALUMINIM CAN, LARGE CAPACITY, WITH COINCO MANAGEMENT INFORMATION SYSTEM, DOLLAR BILL VALIDATOR (DBV)
02. NEW VENDING MACHINE, SNACK VARIETY, WITH COINCO MANAGEMENT INFORMATION SYSTEM, DOLLAR BILL VALIDATOR (DBV).
03. VENDING MACHINE, HOT DRINK, VARIETY, WITH COINCO MANAGEMENT INFORMATION SYSTEM.
04. VENDING MACHINES TO BE SERVICED MINIMUM ONCE PER WEEK.
05. THE GENERAL VENDING MACHINE AREA MUST BE TIDIED DURING SERVICING AND MAINTAINING OF VENDING MACHINES WITHIN A 10' RADIUS.
06. PRODUCTS SHALL BE WELL KNOWN POPULAR BRANDS. ONE OR TWO SLOTS IN SNACK MACHINE SHALL VEND ARIZONA HIGHWAYS MAPS.
07. PRICE MAY BE DETERMINED BY CURRENT MARKET.
08. COMMISSION SHALL BE PAID NO LATER THAN THE 15th OF EACH MONTH, COMMENCING THE MONTH FOLLOWING INSTALLATION. A COMPLETE RECORD OF IN AND OUT INVENTORY SHALL ACCOMPANY EACH COMMISSION CHECK.
09. SECURITY GATES PROVIDED, ELECTRICITY AND PLUMBING ON SITE FOR VENDING MACHINES.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR THE WHOLESOMNESS OF THE PRODUCTS IN THE MACHINES (I.E. PRODUCT SHALL NOT BE IN THE MACHINE FOR SALE AFTER THE EXPIRATION DATES, CHOCOLATE PRODUCTS NOT ACCEPTABLE DUE PERISHABILITY).
11. CONTRACTOR SHALL BE LIABLE/RESPONSIBLE FOR THE MONIES COLLECTED.
12. CONTRACTOR SHALL BE LIABLE/RESPONSIBLE FOR ANY DAMAGE TO THE VENDING MACHINES DUE TO VANDALISM, WEATHER CONDITIONS, AND DAILY USAGE.



PRICE SHEET

SOLICITATION NO. E7-0029

ARIZONA DEPARTMENT
OF ECONOMIC SECURITY
Purchasing Office, 810Z-7
1717 W. Jefferson, Room B-10
P.O. Box 6123, Phoenix, AZ 85005
Phone: (602) 255-4796

Commodity Number	Description of required material, service or construction	Quantity	Unit	Unit Price	Extended Price
	<p>_____ % of gross sales</p> <p>Vending machines will be serviced _____ times weekly.</p> <p>Emergency call will be responded to in _____ hours after notification.</p>				



OFFER AND CONTRACT AWARD

SOLICITATION NO.: E7-0029
Submit the original of this form to the State.

ARIZONA DEPARTMENT
OF ECONOMIC SECURITY
Purchasing Office, 810Z-7
1717 W. Jefferson, Room B-10
P.O. Box 6123, Phoenix, AZ 85005
Phone: (602) 255-4796

OFFER

TO: THE STATE OF ARIZONA,

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with paragraph one of the State of Arizona Standard Terms and Conditions (SPO Form 202).

Arizona Transaction (Sales) Privilege
Tax License No. _____

Federal Employer Identification
No. _____

Company Name

Address

City

State

ZIP

For clarification of this offer, contact:

Name: _____

Phone: _____

Signature of Person Authorized to Sign Offer

Printed Name

Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY)

Your offer is hereby accepted

The Contractor is now bound to sell the materials, services or construction listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the State.

This contract shall henceforth be referred to as Contract No. _____
The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed purchase order or contract release document.

State of Arizona

Awarded this _____ day of _____ 19 _____

Samuel Trusten
As DES Purchasing Manager and not personally